STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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TRAVEL AND SUBSISTENCE PROVISIONS

FOR

LANDSCAPE OPERATING ENGINEER

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO, SANTA BARBARA, AND VENTURA COUNTIES

63-12-05

MASTER LABOR AGREEMENT

RECEIVED
Department of Industrial Relations
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Chief's Office

between
KARLESKINT-CRUM, INC.

and
THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 12

This Agreement entered into this 17th day of September, 1996, by and between KARLESKINT-CRUM, INC., signatory hereto, hereinafter referred to as the "Employer", and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 12, affiliated with the Building and Construction Trades Department of the AFL-CIO, hereinafter referred to as the "Union".

PURPOSE

The Employer is engaged in Landscape and Irrigation and Site Development work in Southern California and Nevada, and in the performance of their present and future operations, arc employing and will employ workmen under the terms of this Agreement. The Employer wants to be assured of their ability to procure workmen in the geographic area hereinafter defined in Article I, in sufficient number and with sufficient skill to assure continuity of work in the completion of their construction work. The Union and the Employer, by this Agreement, intend to establish uniform rates of pay, hours of employment and working conditions for the employees covered by this Agreement. The Union and the Employer further intend by this Agreement to provide, establish and put into practice an effective method for the settlement of misunderstandings, disputes or grievances, with the thought in mind that the Employer is assured continuity of operation and the employees of the Employer are assured continuity of employment and industrial peace is maintained.

be construed as a waiver of the employee's rights under Section 502 of the Labor Management Relations Act of 1947, as amended.

2. The individual Contractors shall be solely responsible for implementation and maintenance of such safety laws, rules, regulations, standards, orders and decisions. Neither the Union nor any Local Unions or District Councils are responsible for such implementation or maintenance.

B. Parking: In the event free parking facilities are not available within three hundred fifty (350) yards of a jobsite, the individual Employer will provide such facilities and the individual Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public facilities, the Employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier. Designated parking areas shall be reasonably level and graded to drain.

C. Drinking Water: The Contractor shall furnish cool and potable drinking water in sufficient quantities for the needs of the employees and make available sanitary drinking cups, salt tablets and adequate toilet facilities in accordance with California State Law.

D. Jobsite Transportation: Whenever, because of remoteness of parking areas, hazardous road conditions or security restrictions, the Employer is required to furnish transportation for men within the jobsite to the place of their work, this transportation shall be equipped with seats and handrails.

E. Signing of Documents: Workmen and/or employees shall not sign any documents other than the W-4 Form required by the Internal Revenue Service and the I-9 Form required by the Immigration Naturalization Service. Under no circumstances will an employee be required to sign any other document and the Union shall not be held in violation of this Agreement.

L. The Contractor shall not require or permit, directly or indirectly, any employee covered by the terms of this Agreement, to furnish a pickup or other conveyance to be used for work covered by this Agreement.

M. Special Rules:

1. Employees shall receive not less than one-half (½) hour of pay, at the appropriate overtime rate, for firing up and/or starting and oiling and/or greasing or repairing of equipment or machinery when performed before or after the regular shift.

2. When equipment is operated before or after shift or on Saturdays, Sundays or holidays, the employee assigned to such equipment during the regular shift shall work the overtime except in cases of emergency. When the overtime work is assigned to anyone other than the employee assigned to such equipment or work, during the regular shift, the employee assigned during the regular shift shall be compensated at the applicable overtime rate.

3. When field repair is performed on overtime, the overtime shall be distributed equitably among the employees performing this work.

4. Employees shall travel to and from their daily initial reporting place on their own time and by means of their own transportation. The Contractor shall be responsible for payment of wages from the reporting point (parking area), as ordered by the Contractor, to the jobsite and from job to job and return. However, employees who voluntarily report to a point for free transportation to the jobsite will not be compensated for the time enroute and return. For off-shore work, employees will receive travel pay at straight time rates from point of embarkation to jobsite and from jobsite to debarkation, regardless of mode of transportation.

5. Jobsite Transportation:

a. Whenever, because of remoteness of parking areas, hazardous road conditions or security restrictions, the Employer is required to furnish transportation for men within the jobsite to the place of their work, this transportation shall be equipped with seats and handrails.

6. All hours worked or paid for under the terms of this Paragraph O, shall be reported to, and payments made to, the Operating Engineers Trust Funds, as provided for in this Agreement.

7. The individual Employer will not devise or put into operation any scheme to defeat the terms of this section of this Agreement.

8. If a Contractor, through the grievance procedure, is found violating any portion of this Article, the Contractor shall immediately pay compensatory damages in the amount of one (1) day's pay at the Group 9 rate for each day or portion thereof that the violation occurred, such damages to be made payable to the Operating Engineers Health and Welfare Fund.

P. <u>Subsistence</u>:

1. In the subsistence area as hereafter defined in "Exhibit A", subject to the exceptions noted below, subsistence shall be paid at the rate of Twenty-Four Dollars ($24.00) per scheduled work day. There shall be no prorating of subsistence. Subsistence shall apply to workmen and/or employees who report to work and for whom no work is provided.

a. The areas of Vandenburg Air Base and Point Arguello are in the subsistence area.

b. It is understood subsistence is not applicable unless the home of an employee is over thirty (30) road miles from the center of the job or project located in the areas of Vandenburg Air Base and Point Arguello.

2. An employee or workman who is required to report or perform any work in a subsistence area, for any portion of the day or shift, shall receive the established subsistence rate for the entire day or shift.

3. Exception to the above requirements may be taken and no subsistence furnished or paid in the following instances:

a. Where the work performed on the job or project is located entirely within the free zone designated in "Exhibit A".

b. When the home of an employee, at the time a job is bid or commitment made on nonbid jobs, is located within the subsistence area and within a 30-mile radius of the center of the job or project, which is also located in the subsistence area.

c. Where subsistence is applicable, when the Contractor advises the employee that the project will be discontinued for a period of two (2) days, he shall give the employee the opportunity to return to his home and subsistence shall not be applicable for these days. If such notice is not given to the employee, subsistence shall be payable for days that work is discontinued.

4. Subsistence shall be paid at the rate of Twenty-Six Dollars ($26.00) per day in the Counties of Inyo and Mono.

a. Where the home of an employee, at the time a job is bid or commitment is made on nonbid jobs, is located within a 50-mile radius of the center of a job or project in Inyo and Mono Counties, subsistence will not be applicable.

5. Subsistence, as provided in Paragraphs P-1 and P-2 hereof, shall be paid on jobs on the following off-shore islands:

Richardson Rock	San Miguel Island
Santa Cruz Island	Santa Barbara Island
Arch Rock	San Clemente Island
San Nicholas Island	Santa Rosa Island
Santa Catalina Island	Anacapa Island (Channel Islands Monument)

6. In the event campsites are established on off-shore islands, in lieu of subsistence, they shall be maintained and operated inclusive of all the stipulations set forth below. Employees reporting at the embarkation point for travel, to the above named islands, shall be paid travel time from the mainland to the island and return at the straight time rate and in no event shall the travel time be less than one (1) hour, regardless of mode of travel. Travel time shall start and end at the point of embarkation, at the time and place designated by the Employer.

7. The Contractor may provide and maintain acceptable room and board, seven (7) days per week, in compliance with California State Laws, in lieu of subsistence.

8. In the event a campsite is established, employees shall receive travel time from the campsite to the jobsite, and back to the campsite, at the straight time rate of pay.

9. Employees shall not be transported to and from the campsite or jobsite unless the transporting vehicle meets all safety requirements and the stipulations as set forth in the California Vehicle Code for the transportation of workmen.

10. Payments of subsistence shall be identified, reflecting the number of calendar days of subsistence.

11. Work performed under this Agreement in the subsistence area in San Diego County shall be in conformance with the Master Labor Agreement for Construction between the Union and the General Contractors Association.

12. Work performed under this Agreement in zone pay in the Counties of Clark, Esmeralda, Lincoln or Nye in Nevada shall be in conformance with the Nevada Master Labor Agreement for Construction between the Union and the Contractor Association.

Q. <u>Miscellaneous Provisions</u>:

1. In the event that the Employer wilfully violates the provisions of the foregoing Articles or wilfully violates any provisions elsewhere in this Agreement relating to wages, hours of work, overtime differentials, any back pay owed to the employee because of such violations, shall be paid by the Employer at the rate of two (2) times the standard straight time and overtime rates in order to compensate the employee for the inconvenience and lost use of the monies that the employee suffered. Reasonable evidence of clerical error or honest mistake in interpretation of this Agreement shall exempt the Employer from the double payment provision and in such case, the Employer shall be required to pay only the actual amount of back pay involved at the standard straight time and overtime rate.

2. Either party to this Agreement shall have the right to reopen negotiations pertaining to Union Recognition and Hiring Procedures by giving the other party thirty (30) days written notice when the laws pertaining thereto have changed by Congressional Amendments or State or Federal Government regulations.